

OFFICIAL MINUTES
COMMISSION OF THE CITY OF BRUNSWICK GEORGIA
REGULAR MEETING
6:00 P.M., SEPTEMBER 4, 2002

PRESENT: His Honor Mayor Bradford S. Brown, Commissioners Roosevelt Lawrence,
Jonathan Williams and Doris A. Davis.

ABSENT: Commissioner Harold E. Jennings.

INVOCATION: Commissioner Jonathan Williams gave the invocation.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was recited in unison by everyone in attendance.

MINUTES: Meeting of August 21, 2002

Commissioner Davis made a motion and Commissioner Williams seconded the motion approving the minutes of the regular meeting of August 21,2002. The motion passed.

DELEGATION(S):

Glenn Altman, Brunswick Paint/A&A Body Shop, in reference to increase administrative fees imposed by the City of Brunswick Police Department.

Glenn Altman representing Brunswick Paint/A&A Body Shop did not attend the meeting.

Police Chief T. C. Cowan stated that he would speak with Mr. Altman to resolve the issue of rotation fees.

APPROVAL(S)

1. Vernon Martin, Executive Director of Coastal Georgia Regional Development Center with a resolution to adopt amendments to the PAWS Grant Contract.

Vernon Martin, Executive Director of Coastal Georgia Regional Development Center appeared before the Commission to request adoption of a resolution and amendments to the PAWS Grant Contract.

Commissioner Davis made a motion and Commissioner Lawrence seconded the motion adopting the following resolution:

INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

WHEREAS, Glynn County, Georgia (hereinafter the "County"), has received Federal administrative approval of a grant for the "PAWS" Project (U. S. Department of Commerce, Economic Development Administration (hereinafter "EDA"), Financial Assistance Award No. 04-01-04414) to construct a water/wastewater system to serve an area of unincorporated Glynn County that is being developed and to tie the wastewater disposal and treatment portion of the project into existing sewer lines owned by the City of Brunswick (hereinafter the "City") for movement of wastewater to the City-owned and operated wastewater treatment facility; and

WHEREAS, the City is participating in the project to the extent that certain work to be done on the Project will involve and have an impact upon the City-owned pump station #39 and the related wastewater system located in unincorporated Glynn County but owned by the City, and upon completion of construction, operation of the newly developed County system will impact the City sewer lines, lift stations and treatment works both inside the City and in

unincorporated Glynn County in that the County will be a major customer/user of the City system; and

WHEREAS, the City is participating in the construction project for the upgrading of pump station #39 and the related facilities on City property; and

WHEREAS, the EDA has advised that the planned \$250,000 improvement to pump station #39 cannot proceed unless 1) the property on which the pump station is located is immediately transferred from the City to the County, the sole grant applicant, or 2) the City is added as an applicant and can issue a title opinion that the City has marketable fee simple title to the property; and

WHEREAS, EDA has further advised that unless and until the title for pump station #39 can be shown as the property of an applicant, funding for pump station #39 will be withheld; and

WHEREAS, the County and City believe that pump station #39 is critical to the success of the project, that amendment to the grant contract is necessary, and that an agreement is appropriate to coordinate the amendment and the operations responsibilities of the parties during construction.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties as set forth herein, the parties hereto agree as follows:
1. The EDA application, Award #04-01-04414, if authorized by EDA, shall be amended to include the city as co-applicant with the County with the understanding of the parties that no other amendments shall be made to the grant contract unless agreed by the parties and authorized by EDA.

2. Each of the parties shall immediately prepare and present to their governing bodies separate resolutions to be submitted to EDA to authorize amending the grant contract to add the City as a co-applicant.

3. The creation of this joint application shall not alter the previously agreed financial arrangements for the project in which all matching funds required of the applicants

remain the responsibility of the County and/or of certain guarantors to the County,
provided that any change orders proposed by the City for the construction contract
and related to pump station #39 shall require the approval of the County, unless
the City agrees to provide the additional funding.

4. The City agrees to immediately prepare a title opinion for submission to EDA
showing that the City has marketable fee simple title to the property on which
pump station #39 is located.

5. In carrying out the Project, the County has contracted for the services of paid
consultants and contractors, including Thomas & Hutton as the engineering
consultant and Southern Champion Construction, Inc. as the general construction
contractor, and the County will continue to manage and fund those contacts. City
shall not be authorized to receive any grant funds directly without County's written
consent.

6. The City has had the opportunity during design to review and recommend
standards for pump station #39 and all construction plans and specifications are
accepted as bid with the further understanding that any proposed change orders

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for parts of the Project which impact the City's sewer lines and treatment facilities shall be provided to the City Construction Manager for pre-approval.

The parties agree that all construction impacting the City lines and facilities will be done according to the City specifications incorporated in the plans and specifications as bid, and accordingly that all contractor payment requests (interim payments, progress payments, final payments or otherwise) for work done on the City system shall be submitted to the City Construction Manager for review prior to payment by the County. All material submittals on the City system during the course of the Project will be provided to the City Construction Manager.

Inasmuch as the County will be, by virtue of its operations of the Project once completed, a significant user of the City sewer system, the County recognizes and agrees that it will comply with all City sewer ordinance requirements in the construction and use of the system, including all pretreatment requirements. The City Construction Manager shall have access at all reasonable times to all areas during construction which involve the City system, including any areas relating to pretreatment, during the course of the work.

This memorandum of Understanding will become effective upon the date both the Brunswick City Commission and the Glynn County Board of Commissioners have voted to approve it and it has been signed by the appropriate official of each body. It will continue in effect for a period of fifty (50) years in accordance with Georgia Constitution, Art.9,Sec. 3, Para. 1.

The parties agree that time is of the essence of this agreement.

APPROVED the 5th day of September, 2002 by vote of the GLYNN COUNTY BOARD OF COMMISSIONERS.

ATTEST:
Vanessa D. Mincey
Clerk

Cap Fendig, Chairman
Glynn County Board of Commissioners

(SEAL)

APPROVED the 4th day of September, 2002 by vote of the BRUNSWICK CITY COMMISSION.

ATTEST:

Georgia Marion
Clerk

Bradford Brown, Mayor
City of Brunswick

Bid Recommendation on Architectural Services for Howard Coffin Park and "H" Street Gym Improvements.

The following bids were submitted for Architectural Services at Howard Coffin Park and "H"

Street Community Center:
Vendor

Douglas Neal, Architect
907 Rose Cottage Road

Total
\$15,000.00

St. Simons Isl., GA 31520

A. Vincent Pope & Associates
236 Auburn Ave, Suite 200
Atlanta, Georgia

\$56,000.00

John Tuten & Associates
1316 Newcastle Street
Brunswick, GA 31520
Richard C. Brown, Architect
Post Office Box 21761
St. Simons Isl, GA 31522

\$60,000.00

10% of construction cost

Buckley & Associates Inc.
7 East Congress St.
Savannah, GA 31401

No Bid

James Kent
JFK Architectural
Brunswick, GA

No Bid

W. K. Dickson & Co.
2120 Powers Ferry Rd.
Atlanta, GA 30339

No Bid

LDC
10 Sylvan Drive
St. Simons Isl., GA 31522

No Bid

Commissioner Lawrence made a motion and Commissioner Williams seconded the motion accepting the bid of Douglas A. Neal, Architect, not to exceed \$15,000.00. The motion passed.

3. Surplus Auction - Chief T. C. Cowan, Brunswick Police Department.

The Chief of Police appeared before the Commission to ask permission to hold an auction to dispose of surplus items.

Commissioner Lawrence made a motion and Commissioner Davis seconded the motion authorizing the Chief of Police to hold an auction. The motion passed.

4. Revisions to Employees Sick Leave Donation Policy - Bonnie Dvorak, HR Director.

The Human Resources Director appeared before the Commission to submit a revision to the City's Sick Leave Policy. She recommended that employees donate no more than forty hours of sick leave to employees. She pointed out that employees donate hours when they are dismissed, resign or retire.

Commissioner Davis made a motion and Commissioner Williams seconded the motion approving sick leave donations of forty hours from employees who are dismissed, resign or retire. The motion passed.

5. Renewal of Georgia Port Authority Lease Agreement -Lynn Frey, City Attorney

The City Attorney submitted the lease agreement for renewal. He pointed out that the lease agreement should be renewed every ten years.

Commissioner Davis made a motion and Commissioner Williams seconded the motion granting the following lease agreement renewal to Georgia Ports Authority:

STATE OF GEORGIA)
SECOND AMENDMENT TO AGREEMENT
GLYNN COUNTY)

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this 4th day of September, 2002, by and among CITY OF BRUNSWICK, a municipal corporation created by an Act of the General Assembly of Georgia, and GLYNN COUNTY, a political subdivision of the State of Georgia, as parties of the first part, hereinafter designated as "Lessors", and the GEORGIA PORTS AUTHORITY, a public corporation and instrumentality of the State of Georgia, herein after designated as "Lessee".

WITNESSETH:

WHEREAS, the parties of the First Part entered into that certain Lease dated September 5, 1972 with the Brunswick Port Authority, an instrumentality of the State of Georgia, designated as Lessee; and,

WHEREAS, said Lease was recorded in the Office of the Clerk of the Superior court of Glynn county, Georgia in Record Book 17-E, Page 884; and,

WHEREAS, said Lease provided that Lessors granted to Lessee three (3) consecutive options to renew the Lease for ten (10) year periods each under the same terms and conditions as set forth in the original Lease, with said first option period to begin on September 5, 1992; and,

WHEREAS, the parties herein entered into a First Amendment to the Lease Agreement dated December 14, 1997 to exercise the first ten (10) year option, and to reflect the change of the name of the Lessee from the Brunswick Port Authority to the Georgia Ports Authority; and,

WHEREAS, the purpose of this Second Amendment is to allow Lessee to

1. Lessee GPA herein exercises the second option to renew the Lease for a ten

(10) year period upon the same terms and conditions as set forth in the original Lease and as amended December 14, 1997 and effective September 5, 2002, terminating on

the fourth (4th) day of September, 2012 at midnight unless this Lease as amended be

sooner terminated as provided in said document.

2. Lessors acknowledged and grant to Lessee GPA the area or tract of land situate,

lying and being in Glynn County, Georgia, and being more fully and particularly described in said Lease, to have and to hold the premises together with all the rights, privileges, assessments and appurtenances thereto attached for and during the lease

option period beginning on the fifth (5th) day of September, 2002 and ending on the

fourth (4th) day of September, 2012 at midnight unless the Lease as amended be

sooner terminated as provided for in said Lease.

3. Lessors acknowledged that said leased premises have been sublet to S. T.

Services and Lessors agree that Lessee GPA has the right to enter into said sub-lease

agreement.

4. Except as herein provided, all terms and conditions of the Lease dated

September 5, 1972, and as amended December 14, 1997 between Lessors and Lessee shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate names, affixed their corporate seals and delivered these presents, in triplicate, the day,

month and year first above written.

Signed, sealed and delivered
In the presence of:

Witness

CITY OF BRUNSWICK
By:

Attest:

, Mayor

Title:

Notary Public, State of Georgia
My Commission expires
(Notarial Seal)

Signed, sealed and delivered
In the presence of:

GLYNN COUNTY, GEORGIA
By:

Chairperson, Board of Commissioners
Attest:

Title:

Witness

Notary Public, State of
My Commission expires
(Notarial Seal)

GEORGIA PORTS AUTHORITY
By:

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Chairperson

Attest:
Secretary and Treasurer

6. Renewal of Probation Services and collection of old fines for Municipal Court.

Sean Mecchella and Sean Williams representing Sentinel Probation Services appeared before the commission to request renewal of the Probation Services contract and collection of old Municipal Court fines.

Commissioner Lawrence made a motion and Commissioner Williams seconded the motion approving the following contract for renewal of Sentinel Probation Services and collection of old Municipal Court fines. The motion passed.

BRUNSWICK MUNICIPAL COURT
MISDEMEANOR PROBATION SERVICES AGREEMENT

This Agreement is made and entered into effective as of the 1st day of September, 2002, between the Municipal Court of the City of Brunswick, Georgia (hereinafter referred to as the "Court") and Sentinel Offender Services, LLC, 8601 Dunwoody Place, Suite 448, Dunwoody, Georgia 30350 (hereinafter referred to as "Sentinel").

RECITALS

WHEREAS,

1. The Court has been duly authorized to establish services for a private probation system for the purpose of providing general probation supervision, counseling, collection services for all monies to be paid by a defendant according to the terms of the sentence imposed on the defendant as well as any monies which by operation of law are to be paid by the defendant in consequence of the conviction and other probation services for persons convicted of misdemeanor offenses in the Municipal Court of Brunswick and placed on probation in the City.
2. The Court has the express authority, by and through its duly elected and/or appointed officials, to enter into an agreement with Sentinel to provide probation services, upon the terms and conditions set forth herein, to misdemeanor probationers. In no event

will Sentinel be charged with the responsibility of supervising a felony sentence, unless authorized to do so by law.

3. Sentinel is a duly registered Georgia corporation, in good standing and registered with the County and Municipal Probation Advisory Council.

4. Sentinel is professionally staffed and desirous to conduct misdemeanor probation services to said entity as described in paragraph 1.

5. Probation Officers providing services to the Court shall be at least 21 years of age at the time of appointment to the position of probation officer and have completed a standard two-year college course.

6. Sentinel shall provide an initial 40 hours of orientation to all staff and 20 hours of continuing education per annum as approved by the County and Municipal Probation Advisory Council.

7. Sentinel shall require criminal record checks of all staff providing services to the Court.

ARTICLE ONE

Services by Sentinel

Sentinel agrees to provide the following misdemeanor probation services for and on behalf of the Court:

Attend regularly scheduled Court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to Sentinel at least 30 days in advance.

Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.

Collect from probationers, court-ordered fines, restitutions and other costs associated with the order of the Court.

4. Collect outstanding municipal court fines in the manner described in Exhibit A.

Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling. Probationers identified by the Court as having special treatment and/or education needs, will be referred to appropriate community programs and their progress followed and noted in their case record.

Drug counseling and urine surveillance will be addressed with probationers identified by the Court as having drug- or alcohol-related problems. Probationer will assume the cost of random testing. Probationers so ordered to participate in regular evaluations for alcohol, drug, or domestic violence will receive specialized supervision.

Coordinate community service work as required as a condition of probation by the Court. Sentinel will coordinate only that community service work that is reasonably consistent with those duties performed by regular unskilled laborers.

Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, contacts as they occur and on the amounts and dates of monies collected.

All reports, files, records, and papers shall be confidential and shall be available only to the Court, affected Brunswick City officials, and the Department of Audits and Accounts upon request.

10.

Sentinel will provide the Clerk of Court with a monthly listing of cases for which all fines and fees have been collected. In this manner, the Clerk will be notified as to when to remit amounts owed to other authorities for which amounts are collected.

11.

12.

Sentinel will provide (to the Clerk of Court and to and to the City Manager) quarterly reports summarizing the number of offenders supervised by Sentinel, the amount of fines, statutory surcharges, restitution collected, and the number of probationers for whom supervision has been terminated.

Sentinel will maintain collected fines and fees in a banking institution as directed by the City. Sentinel will disburse to the Clerk, on a monthly basis, fines and fees collected as payments in full on individual cases. If an account is deemed uncollectible, in whole or in part, Sentinel will disburse all collected funds pursuant to a court order from the Judge.

13.

Sentinel will
Records will
the Court.

reconcile all records with the Clerk's office on a monthly basis.
be available on any given day that reflects the provider's liability to

14.

Sentinel will disburse funds to recipients of restitution on a monthly basis as cases are paid in full and closed.

15.

Sentinel will maintain a bond of at least \$100,000 or such other sum as may be fixed by order of the Court.

16.

Sentinel will assist the Court and law enforcement authorities in tracking absconders through the submission of an "Absconder Investigation Report" which details the probationer's personal history and employment information, the circumstances of his or her last known whereabouts.

17.

If a determination is made by Sentinel that the probationer is lacking the resources to be able to make weekly or monthly payments, then every effort will be made to convert the remaining fines, costs, etc., to community service hours pursuant to a court order. Probationers will be allocated the equivalent of a monetary value determined by the Court to one (1) hour of community service.

18.

All efforts will be made to deal properly with indigent cases at the mid-point juncture, if not earlier, in order that there will be enough time remaining on the sentence for an appropriate disposition.

19.

At any point in time when material breaches in conformation to Conditions of Probation occur, Sentinel will take the appropriate contempt of court and/or revocation of probation actions to bring the breaches to the attention of the Court.

20.

Sentinel agrees to indemnify and hold harmless the City of Brunswick, Georgia and all other agencies, elected officials, employees and appointees of the city and of the Municipal Court of Brunswick, Georgia from any loss, claims, liability,

penalty, fine forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) (hereinafter referred to as "Indemnified Costs") resulting from a breach by Sentinel of any of the agreements, representations, or warranties of Sentinel contained in this Agreement, or caused by or resulting from any negligent, willful or otherwise tortuous act or omission of Sentinel its agents or employees, in connection with Sentinel's provision of services and obligations contemplated by this agreement. The indemnity obligation of Sentinel under this section shall survive the expiration or termination of the agreement, subject to any applicable statute of limitation.

21. Sentinel agrees to obtain a policy of liability insurance coverage in the amount of

two (2) million dollars with respect to liability for negligent, willful or otherwise

tortuous acts or omissions of Sentinel, its agents or employees, in connection with

Sentinel's provision of services and obligations contemplated by this agreement.

Sentinel further assigns the benefits of said policy to Municipal Court of Brunswick,

Georgia pursuant to this agreement to indemnify and hold harmless the court and

City in the previous paragraph to the extent of Indemnified and hold harmless the

court and City in the previous paragraph to the extent of Indemnified costs incurred

by the Court and City.

22.

Sentinel will not engage in any employment, business, or activity which interferes

or conflicts with the duties and responsibilities of this contract.

23.

Sentinel and employees shall not have personal or business dealings, including

the lending of money, with probationers under their supervision.

ARTICLE TWO

Conditions

This agreement is made based upon the following conditions:

The Agreement will extend for three (3) years from the date of execution.

Notwithstanding the date of expiration of this Contract this Contract shall automatically renew under the same terms and conditions as provided for herein, for an additional period of one year, unless written notice to the contrary is directed to the other party within thirty (30) days prior to the date of expiration.

As to the delinquent fine collection provided for in Exhibit A, either party may terminate that aspect of the contract at any time by giving 30 days written notice of termination.

ARTICLE THREE

Disbursement of Collected Funds

In consideration of the probation services provided by Sentinel, Sentinel and the Court agree that each court order shall provide for a fee of \$35.00 per month, for each month of the probation period, per probationer payable directly to Sentinel.

Payment of fines and fees will be set according to the plan approved both by the Court and Sentinel. Payment abilities must be determined to insure that the Probationer has the ability to comply with the approved plan.

3. There is no cost to the Court or City.

No percentage of fine monies and Court fees collected will be retained by Sentinel. All fine monies and Court fees collected will be remitted to the Court.

If a probationer pays any amount totaling \$70.00 or less, Sentinel will divide the payment evenly with the City until the monthly probation fee is obtained. The only time Sentinel may receive more than one half of a payment is when fine and fees are paid in advance and the probation fee is in arrears.

ARTICLE FOUR

Addendum

This Contract is to include any addendum or attachment which both parties have agreed in writing.

ARTICLE FIVE General

The foregoing constitutes the entire agreement between the parties and supersedes any representation or agreements heretofore made. This agreement shall be governed by the laws of the State of Georgia and may be amended only by a document in writing signed by a duly authorize representative of Court and Sentinel.

(Signatures continued on next page.)

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Witness the hand and seal of the authorized representatives of Court and Sentinel effective as of the date, month and year set forth herein above.

MUNICIPAL COURT OF RUNSWICK, GEORGIA

ATTEST:

BY: (seal)

William T. Ligon, Jr.
Judge, Municipal Court of Brunswick

ATTEST:

CITY OF BRUNSWICK, GEORGIA

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BY: (seal)

Bradford Brown, Mayor

SENTINEL OFFENDER SERVICES, LLC

ATTEST:

BY: (seal)

Steven R. Queen, State Director

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EXHIBIT A

OUTSTANDING FINES COLLECTION PROGRAM

Mission Statement:

To locate, collect, and disburse outstanding fines for the City of Brunswick Municipal Court in an efficient and timely manner at no cost to the City.

Implementation

Step One: Data Collection

Sentinel will hire and train an individual to locate and identify all of the records relating to outstanding monies. It is our understanding that this information resides only in the hard files located at the municipal court; therefore our staff member will operate out of that location for the first 14 days and periodically thereafter that to ensure we remain current on all outstanding monies owed to the city.

The purpose of this activity is to ascertain the following information for entry into our software program. Client Name
Client Phone Number
Client Address
Emergency Contact Numbers
Client Social Security Number
Case Number (if applicable)
Any other pertinent information found in hard files that would assist Sentinel in locating the client

Step Two: Data Entry

After collecting the relevant information Sentinel staff will load this data into our case

management software and corresponding Excel worksheets. With this information we will be able to monitor the success or failure of the program and provide accurate statistical analysis. We will be quantifying our efforts by analyzing the following items:

- Number of Clients Identified for Collection Purposes
- Amount of money collected by clients and remitted to the City
- Number and time of phone calls made per client
- Number of Letters sent per client
- Success of Collection program based on length of outstanding debt
- Program Success based on original amount owed

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Step Three: Location and Collection Effort

Upon completion of the data entry portion of the program our local office, with support from our regional call center, will begin outgoing phone calls for collections purposes. These calls will be quantified and will occur during and after business hours and will include contact attempts on Saturdays.

Simultaneously, we will submit data to a locator service organization where we will match the client via Social Security Number against the latest known information including current phone number and address. By processing this information through another database we can compare the city's records against not only Sentinel's records but against an outside database designed for location purposes.

Upon receipt of outside locator results we will update our database and immediately begin attempts to locate the client based on this new information. These attempts will continue not only from our local office but also with support from our regional call center until one of the following events has taken place.

The Client or family member has been located and has submitted payment in full to Sentinel for deposit into the City's account;
Letters from all known addresses have been returned with no forwarding information;
Outside sources have been exhausted and collection calls have been unsuccessful for a period of 30 days with no additional information;
The client has been found to be deceased.

Step 4: Cost

Payment for collection services will be added to the Client's total amount owed. This will ensure the City receives 100% of the fines owed.

At the time of contact the client will receive explicit instruction on the steps necessary to satisfy his financial obligation to the City. The client will be presented with two options and offered the opportunity to enter into a contract for payment of the amount due. Initial payment will be required within 72 hours of the initial contact.

Complete Client Payments

In the event the client has a minimal (less than \$100) outstanding balance with the City he/she will be expected to pay the amount due within 72 hours and will incur a \$35.00 service fee.

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Extended Payment Options

In the event a client is unable to pay the total outstanding balance within 72 hours the client will be placed on a payment plan with Sentinel. The client will pay a \$35.00 fee for every month or partial month the client remains on the collection program.

Failure to Comply:

In the event a client fails to comply with the instructions presented to him/her the following action will be taken:

- Client will be advised that local law enforcement authorities will be informed of his whereabouts within 12 hours;
- The Client will be made aware of possible civil actions that may taken by the City due to non-payment.

On a monthly basis Sentinel will submit to the City a list of all clients contacted including those clients who have failed to comply. We would ask for assistance from the City in the enforcement aspect of the collections program.

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LARP Contract with the Department of Transportation to resurface Jekyll Avenue,

Evergreen Street and Hopkins Road.

Burton Carter, Construction Manager submitted LARP Contract for resurfacing Jekyll Avenue, Evergreen Street and Hopkins Road.

Commissioner Davis made a motion and Commissioner Lawrence seconded a approving the following LARP contract for resurfacing of City streets:

LARP City Certification Form-Revised

April 2001

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF OWNERSHIP AND AGREEMENT

LOCAL ASSISTANCE ROAD PROGRAM

motion

PROJECT NO:
P.I. NO:
COUNTY:
CITY:
DESCRIPTION:
MILEAGE:

PR-8530-49 (127)

Glynn
Brunswick
Jekyll Ave., Evergreen St.; Hopkins Rd.
0.38 miles

I, Bradford S. Brown, Mayor of the CITY of Brunswick do hereby certify that the roads or sections of roads described and shown in color on the attachments are dedicated public roads and are part of the Public Road System in said CITY.

I further certify that the CITY, hereby agrees to the following:

That the DEPARTMENT will assist the CITY in constructing projects for the improvement of certain selected roads in said CITY, subject however, to the conditions that the CITY shall provide for its proper maintenance after completion of its improvement, and will make ample provision each year for such maintenance, and also will, prior to or during the construction of the project, provide the following additional services, certifications, and information, when

applicable, at no cost to the DEPARTMENT.

- 2.
- 3.
- 4.
- 5.

Right of Way and Right of Way Certification.

Relocate or adjust all utilities.

Patching necessary prior to resurfacing satisfactory to the District Engineer.

Clearing of ditches and drainage structures.

Raise the existing shoulder grade to match the elevation of the new asphalt and

provide positive drainage.

Other:

The City further agrees to hold the GEORGIA DEPARTMENT OF TRANSPORTATION harmless from all suits or claims that may arise from the construction of improvement of said roads.

This _ day of

BY:

BY:

CLERK

AUTHORIZED CITY OFFICIAL

CITY ATTORNEY'S ITEM(S)

GTS Proposal to collect Real Property and Ad Valorem Taxes

The City Attorney requested that the Commission allow GTS an opportunity to submit a

proposal on delinquent tax collections for the City of Brunswick. This met the consensus of

the Commission.

CITY CLERK'S ITEM(S)

Petition received from Attorney Michael Boggs for Quit Claim Deed in favor of his client John L. Swinson, the present owner of Lot No. 30, Phase I, Riverside Subdivision, Section No. 2, to clear title of tax deed taken by the City in 1981, 1985, and 1987, which was subsequently redeemed, but now was lost, misplaced or destroyed without being recorded.

Commissioner Lawrence made a motion and Commissioner Davis seconded the motion authorizing the Mayor to execute a quit claim deed to clear tax deed of John L. Swinson. The motion passed.

MAYOR BROWN'S ITEM(S)

Update on FY 2002~2003 Budget.

Mayor Brown stated that the City would finalize and adopt a budget by the end of this month. He pointed out that the City is looking at ways of operating with fewer people. Mayor Brown mentioned areas of concern that the City is currently working on.

EXECUTIVE SESSION

Commissioner Lawrence made a motion and Commissioner Williams seconded the motion to hold an Executive Session to discuss personnel issues. Commissioner Lawrence amended the motion to include discussion of legal issues and real estate. Commissioner Williams seconded the motion. The motion passed.

Following the Executive Session, Mayor Brown adjourned the meeting.

MEETING ADJOURNED.

/s/

Bradford S. Brown, Mayor

Attest:/s/
City Clerk